

AFTER RECORDING RETURN TO:

CITY OF MOUNT VERNON
P. O. BOX 809
MOUNT VERNON, WA 98273



200207160118

Skagit County Auditor

7/16/2002 Page 1 of 6 3:45PM

TITLE OF DOCUMENT:

Amendment to City of Mount Vernon Annexation Agreement

REFERENCE NO. RELATED DOCUMENTS:

9702270006

GRANTOR:

Walde, L.L.C.

GRANTEE:

City of Mount Vernon, a municipal corporation

ABBREV. LEGAL DESCRIPTION:

Portion of the SE ¼ of the SW ¼ Sec 29 T34 N, R4 E

COMPLETE LEGAL DESCRIPTION ON PAGE: 5

ASSESSOR'S TAX PARCEL NO.:

340429-3-023-000

Amendment to City of Mount Vernon
Annexation Agreement

This agreement ("Amendment") amends that certain agreement entered on January 20, 1997 ("Agreement"), by and between the City of Mount Vernon ("City") and Elsie I. Walde, predecessor to Walde L.L.C., (each referred to herein as "Property Owner").

The following recitals are a material part of this Amendment.

Whereas the property ("Property") described in the Agreement is also the subject of this Amendment, and is fully described in the attached Exhibit A; and

Whereas, the Agreement required the Property Owner to execute and provide to the City a Drainage and Utility Easement Agreement ("Easement Agreement") providing access to the Property for installation, operation, and maintenance of the City's sewer systems; and

Whereas, the Agreement required the Property Owner to "sign, give consent, and not object" to annexation of the Property into the City ("Consent for Annexation"); and

Whereas, in return for providing the City with the Easement Agreement and Consent for Annexation, under the Agreement the City agreed to provide the Property Owner with a right to connect to the City sewer system at any point on the Property one single family service connection; and

Whereas, the Property Owner has fully performed its obligations under the Agreement and City sewer facilities have been installed on the Property; and

Whereas, the Property Owner now desires to connect to the City sewer line located at the Property for commercial uses;

NOW, THEREFORE, the parties agree as follows:

1. The Property Owner shall be allowed commercial connections to the City's sanitary sewer system to serve structures situated on the Property, subject to the terms set forth herein and subject to the provisions of Chapters 13.12 and 13.16 of the Mount Vernon Municipal Code, and all other applicable ordinances and regulations of the City of Mount Vernon and the state of Washington.
2. The commercial sewer connection shall be in lieu of the single family service connection set forth in the Agreement, and for the first development to be constructed on the Property, the Property Owner shall be granted One Thousand and Eight Hundred Dollars (\$1,800.00) in credit to be applied against the City's Facility Expansion charges as described in Chapter 13.12 of the Mount Vernon Municipal Code, and Nine Hundred Dollars (\$900.00) in credit to be applied against the City's Sewer Capacity charges as also described in Chapter 13.12 of the Mount Vernon Municipal Code. Upon payment of the current difference in the sewer connection fee between a single-family residential connection and a commercial connection, the Property Owner shall be entitled to a commercial connection and may immediately connect to the City sewer system to serve commercial development. For the purposes of this Amendment, the term "sewer connection fee" shall refer to facility expansion charges and capacity charges

Imposed pursuant to Chapter 13.12 of the Mount Vernon Municipal Code; the term shall not include sewer connection permit and inspection fees.

3. Upon connection to the City sewer system to serve a commercial use, the Property Owner shall pay the regular service rate established by the City for commercial connections. The Property Owner shall be subject to any future service rate changes that the City may adopt for commercial sewer connections within the area that the Property is located.
4. The Property Owner shall, at such time as may be directed by the City, sign, give consent, and not object to annexation of the described real property in to the City.
5. This Amendment shall be recorded and shall be binding on the heirs, successors, and assigns of the parties hereto.

Dated this 25 day of June, 2002.

WALDE, L.L.C.:

By: Sharon Gilbert
 Sharon Gilbert, Managing Member

CITY OF MOUNT VERNON:

By: Skye Richendrfer
 Skye Richendrfer, Mayor

Attest: [Signature]
 _____, Finance Director

Approved as to form:

By: [Signature]
 Scott Thomas, Mount Vernon City Attorney

State of WASHINGTON)
 County of Skagit)§

I certify that I know or have satisfactory evidence that **Sharon Gilbert** is the person who appeared before me, and said person acknowledged that he signed this instrument on oath

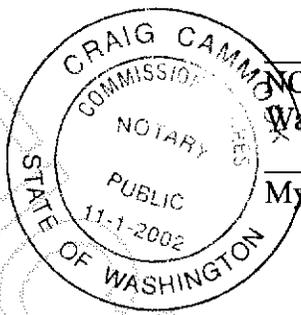


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and stated that he was authorized to execute the instrument and acknowledged it as **The Managing Member, Walde, L.L.C.**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 25 day of June, 2002.



[Handwritten signature]

NOTARY PUBLIC in and for the State of Washington, residing at

Craig Cammock

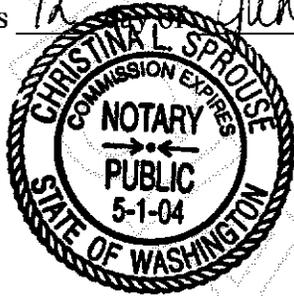
My appointment expires 11/1/02



State of WASHINGTON)
)§
County of Skagit)

I certify that I know or have satisfactory evidence that **Skye Richendrfer** is the person who appeared before me, and said person acknowledged that he signed this instrument on oath and stated that he was authorized to execute the instrument and acknowledged it as **The Mayor, City of Mount Vernon**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 12 June, 2002.



Christina L Sprouse
NOTARY PUBLIC in and for the State of
Washington, residing at
Mount Vernon
My appointment expires 5/14/2004

EXHIBIT A

Property Legal Description

The North 495 feet of the South 990 feet of the Southeast Quarter of the Southwest Quarter, Section 29, Township 34 North, Range 4 East, W.M.,

EXCEPT that portion lying Easterly of the Westerly line of Blodgett Road;

ALSO EXCEPT that portion, if any, lying North of a line which is parallel with and distant 380 feet South of the North line of said Southwest quarter of the Southeast quarter;

ALSO EXCEPT that portion conveyed to Drainage District No. 17 by deed recorded February 28, 1941, under Auditor's File No. 335874;

ALSO EXCEPT that portion conveyed to the State of Washington by deed recorded under Auditor's File No. 539508.

